

**Before The  
Federal Communications Commission  
Washington, DC 20554**

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**FEB 03 1995**

**FCC MAIL ROOM**

In the Matter of )  
 )  
Amendment of Sections 73.202 (b), )  
Table of Allotments, )  
FM Broadcast Stations )  
(Woodville, Mississippi; Clayton and )  
Jena, Louisiana) )

MM Docker No. 94-115  
RM-8508

Directed to: Acting Chief, Allocations Branch

**Motion To File Comments Nunc Pro Tunc**

On October 26, 1994, Radio KPEL-FM, Inc., licensee of Station KPEL-FM, Erath, Louisiana simultaneously filed with the Commission an Objection, Motion to Terminate and Motion for Stay of Procedural Date aimed at PDB Broadcasting's RM-8508, construction permit BPH-890712MH and BPH-940930JC to reinstate.

KPEL has premised it's actions on being a party-in-interest. There is no supporting documentation other than KPEL's assertion that the predicted coverage areas of KPEL and Woodville overlap. In fact, as PDB's engineering submission at the time of its upgrade request shoes, there is no overlap. Moreover, the Commission has adopted the NPRM. In the absence of a showing by KPEL that the Commission was in error the record stands. KPEL is not a party-in-interest.

Additionally, KPEL does not state its intention to file for the channel in Woodville if the end of terminating PDB's construction permit and NPRM is successful. So why has KPEL-FM, Inc. taken these actions?

PDB reaffirms the reasons for delay of the construction of WLGG-FM in Woodville and incorporates by reference the filing made for reinstatement on September 30, 1994. Special attention is directed to the fact Mr. Gary P. Albarez (with Keith Fredrick, one of the principles of the previous licensee of KPEL) has filed comments against PDB's current proposal. PDB's reinstatement request shows that Mr. Albarez was previously involved in a self-initiated action with PDB and its attorney, William J. Pennington, III. It was an action that because of his change of direction, cost his company Solo Music Company, Inc. \$2,900.00. (see attachments).

Attention is also directed to Mr. Albarez's role in the delay caused in PDB's attempt to upgrade WLGG-FM in October 1993. At that time, PDB sought a voluntary resolution of this conflict but at that time, Mr. Albarez as one of the partners in Clayton FM Partnership was intent on filing for an upgrade on channel 300A at Clayton, Louisiana. On July 29, 1994 PDB again attempted to upgrade WLGG FM. This proposal required the substitution of channel 257 for 300 at Clayton. There was no adverse response from Clayton FM Partnership because Gary Albarez having again reversed course was and is now employed by the present licensee of KPEL-FM.

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List A B C D E

As referenced on October 26, 1994, KPEL-FM submitted to the commission its motions and comments. Since, as previously noted, KPEL-FM is clearly not a party-in-interest I attempted to find out what the interest in PDB's filings really was. On one occasion I talked to KPEL's attorney, Vincent Curtis and engineer Charles Ellis. On another I spoke to KPEL's manager Jeff Scarpelli. The substance of KPEL's interest is an upgrade from Class C-3 on Channel 299 to class C-1 on channel 300. They wish to locate the upgrade on a commonly owned tower east of Lafayette, Louisiana. PDB's WLGG Woodville, MS is in the way, not of the upgrade, but of the preferred tower location.

KPEL et. al., apparently strategized to achieve their goal of eliminating WLGG by the pretext of working out a voluntary resolution while exhausting the allotted time to file comments on the NPRM. To serve that end on November 25, 1994 Gary P. Albarez, ostensibly an independent third party having reversed course yet again, filed Comments and Counter Proposal to the NPRM.

On December 8, 1994, PDB filed a Motion To Withdraw its petition for rule making within the time allowed by the procedural dates. KPEL-FM, Inc. filed no favorable response as the actual rationale for their initial involvement is different from that stated. Gary Albarez acting for KPEL under the guise of disinterested concern for the integrity of the Commission's rules and procedures objected to PDB's motion. Preventing the withdrawal of RM-8508 will shorten the time to the disposal of WLGG. In fact PDB reserves the right of withdrawal which in this case serves to expose the dissimulation of KPEL and Gary Albarez who have come before the Commission with unclean hands.

It is PDB's position that RM-8508 in MM Docket No. 94-115 should be terminated. If not terminated, PDB urges that these Comments and attached Counter Proposal be accepted Nunc Pro Tunc. If RM-8508 is terminated, the Albarez Counter Proposal should be put forth as a new NPRM with separate procedural dates. A new NPRM would result in ample time for interested parties to file comments and counter proposals. As the situation now stands only the parties involved in the instant proceeding are aware of the Albarez Counter Proposal. KPEL and Albarez's stated concern for the public interest and proper procedure demand that they join PDB in affirmation. The facts of this case indicate PDB has diligently sought a resolution of this matter. PDB's filings and actions are accurately reflective of true intent. KPEL and Gary Albarez while assuming a posture of indignation have utilized the Commission's rules and procedures as a veil to disguise their real objectives. Acceptance of these comments Nunc Pro Tunc will restore some measure balance to this proceeding. Initiating a new rule making will provide interested parties with time to respond. Both will serve the public interest.

Respectfully submitted,



Donald B. Brady, President  
PDB Corporation  
204 Duncan Avenue  
Jackson, MS 39202  
601-355-1240  
January 27, 1995

Before The  
Federal Communications Commission  
Washington, DC 20554

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Amendment of Sections 73.202 (b), ) MM Docker No. 94-115  
Table of Allotments, ) RM-8508  
FM Broadcast Stations )  
(Woodville, Mississippi; Clayton and )  
Jena, Louisiana) DOCKET FILE COPY ORIGINAL

Directed to: Acting Chief, Allocations Branch

**Counter Proposal**

In it's Notice of Proposed Rule Making and Order to Show Cause, DA 94-1047, released October 4, 1994, the Commission sought comment on the following proposed changes to the FM Table of Allotments:

<u>City</u>	<u>Present</u>	<u>Proposed</u>
Woodville, MS	299A	299C3
Jena, LA	257A	274A
Clayton, LA	300A	257A

On November 25, 1994, Gary P. Alvarez, by his attorney submitted Comments and Counter Proposal and proposed the following changes to the FM table of allotments:

<u>City</u>	<u>Present</u>	<u>Proposed</u>
Woodville, MS	299A	-----
Liberty, MS	-----	299C3
Jena, LA	257A	257A
Clayton, LA	300A	300A

PDB Corporation proposes that, in lieu of the above proposed changes, that the Commission adopt the following changes to the FM Table of Allotments:

<u>City</u>	<u>Present</u>	<u>Proposed</u>
Woodville, MS	299A	300A
Liberty, MS	-----	-----
Meadville, MS	-----	299A
Jena, LA	257A	257A
Jonesville, LA	266A	286A
Clayton, LA	300A	266A
St. Joseph, LA	----	300A

PDB believes that this Counter Proposal would result in a superior allotment scheme. All channels can be allocated at the coordinates specified in the attached Engineering Statement in accordance with the commission's spacing and coverage requirements.

Channel 300A can be allotted to Woodville, MS regardless of the status of the reinstatement of PDB's construction permit for channel 299A at Woodville. This proposal would not deprive Woodville, MS (1990 pop. 1,387) the county seat of Wilkinson County (1990 pop 9,549) of first local serve. Within the 60 dbu contour of this allocation 24,160 persons would be served.

Channel 299A can be allotted to Meadville, MS (1990 pop. 450) the county seat of Franklin County (1990 pop. 8,303). This allocation will provide a first service to Meadville, MS and provide service to 13,717 persons within the 1 mv contour.

Channel 300A can be allocated to S. Joseph, LA (1990 pop. 1,517) the seat of Tensas Parish (1990 pop 7,103). This allotment will serve 10,405 persons with the 60 dbu contour.

This proposal will not deprive Woodville, the seat of Wilkinson County, of first local service and will provide first service to Meadville, MS and St. Joseph, LA, both seats of government. The total number of people served by the adoption of this proposal will be 48,282 persons within the 1 mv of the new allocations only. A first local service will be provided to 3,354 persons by this proposal.

On December 8, 1994, for reasons set forth in the comments simultaneously filed with this Counter Proposal, PDB requested the withdrawal of RM-8508 at Woodville. PDB believes that notwithstanding the reinstatement of its Construction Permit at Woodville, this Counterproposal should be accepted Nunc Pro Tunc. In so doing the Commission will restore the intended fairness of its procedures to this proceeding.

If the reinstatement at PDB's present construction permit is granted, PDB will build the station at Woodville. If PDB's reinstatement is not granted, PDB will file another application for the new allocation and build. In the event that PDB's allocation scheme is adopted at Meadville, MS and St. Joseph, LA. PDB will file applications for and build stations at these locations. PDB will also reimburse Clayton FM Partnership for reasonable expenses incurred in changing the frequency of its Clayton Construction Permit.

It is PDB's position that RM-8508 in MM Docket No. 94-115 should be terminated. If the Commission declines to terminate RM-8508, PDB requests for the reasons set forth in its Comments, the acceptance of its Comments and Counter Proposal Nunc Pro Tunc. With the termination of RM-8508 a new NPRM can be instituted with the opportunity for other interested parties not privy to this proceeding to file comments. If the Commission adopts the Albarez Counter Proposal, PDB will file a motion to delete the Liberty channel and propose its allocation scheme in a further rule making.

Respectfully submitted,



Donald B. Brady, President  
PDB Corporation  
204 Duncan Avenue  
Jackson, MS 39202  
601-355-1240  
January 27, 1995

CERTIFICATION OF SERVICE

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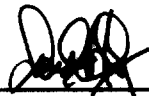
I, Donald B. Brady, certify that copies of this Motion were sent on the 30th day of January, 1995, by first class mail, to the following:

Dennis Williams  
Chief, FM Branch  
Audio Services Division  
Mass Media Bureau  
Federal Communications Commission  
1919 M. Street, NW, Room 332  
Washington, DC 20554

Pamela Blumenthal  
Mass Media Bureau  
Federal Communications Commission  
2025 M. Street, NW, Room 8306  
Washington, DC 20554

Vincent J. Curtis, Jr.  
Fletcher, Held & Heldreath, PLC (Counsel for KPEL)  
1300 North 17th Street, 11th Floor  
Roslyn, VA 23209

James J. Popham, Esquire  
Association of Independent Television Stations, Inc. (INTV)  
1320 19th Street, N.W.  
Suite 300  
Washington, DC 20036  
Counsel for the River Radio Company



---

Donald B. Brady

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FM Spacing Study

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Job title: WOODVILLE, MS  
Channel 300A  
FM Translators included.  
Coordinates: 31-01-00 91-23-50  
Safety zone: 30 km ( 18 miles).

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JACKSON, MS

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FM Spacing study

Title: WOODVILLE, MS  
Channel 300A (107.9 MHz)  
Database: DW 01/18/95

Latitude: 31-01-00  
Longitude: 91-23-50  
Safety zone: 30 km

Call	Auth	Licensee name	Chan	ERP-kW	Latitude	Br-to	Dist.	Req.
City of License		St FCC File no.	Freq	EAH-m	Longitude	-from	(km)	(km)
=====								
WEZB	LIC	EZ NEW ORLEANS, INC.	246C	100	29-55-11	132.5	179.3	29
NEW ORLEANS		LA BLH-890913KB	97.1	300	90-01-29	313.2	150.3	CLEAR
WTRC-FM	LIC	JAMES C. WILLIAMS	247A	1.45	31-30-33	359.2	54.61	10
NATCHEZ		MS BLH-930527KB	97.3	209	91-24-19	179.2	44.61	CLEAR
Was WRHG 03/22/93 per FCC release #200 dated 03/12/93; Ant: Harris FML-2								
WBBU	CP	BEBE-F BROADCASTING CORP	297A	2.20	30-37-24	152.9	48.99	31
BAKER		LA BMPH-940303IB	107.3	114	91-09-50	333.1	17.99	CLEAR
CP Granted 05/13/94 per FCC release #21888 dated 05/20/94; CP Granted 05/13/94 per FCC release #21888 dated 05/20/94; Call Granted 05/28/93 per FCC release #205 dated 05/28/93; Ant: Elec. Res. Inc. LPX-3E								
KCIL	LIC	ROYAL BROADCASTING OF LO	298C1	100	29-26-48	160.0	185.1	75
HOUMA		LA BLH-850617KJ	107.5	200	90-44-34	340.4	110.1	CLEAR
Affiliated with KJIN(AM)								
PRM		CLASS CHANGE TO C3 PROPO	299A		31-07-13	24.4	12.63	72
WOODVILLE		MS DOC-94-115	107.7		91-20-32	204.5	-59.4	SHORT
Deletion proposed; PRM adopted 09/22/94, released 10/04/94; RM-8508								
ALLOC			299A		31-06-12	43.8	13.36	72
WOODVILLE		MS	107.7		91-18-00	223.9	-58.6	SHORT
ALLOC REOPENS PER CP CANCELLATION								
PRM		CLASS CHANGE FROM A PROP	299C3		31-13-43	47.9	35.18	89
WOODVILLE		MS DOC-94-115	107.7		91-07-22	228.0	-53.8	SHORT
PRM adopted 09/22/94, released 10/04/94; RM-8508; SITE RESTRICTION 13.6 MI NE								
RM		RULE MAKING PETITION	299C3		31-10-44	71.4	56.95	89
LIBERTY		MS DOC-94-115	107.7		90-49-51	251.7	-32.0	SHORT
Received at FCC 11/25/94 per FCC release #2046, 12/12/94; DOC-94-115; COUNTERP ROPOSAL TO DOC-94-115								
ALLOC			300A		31-44-42	350.0	82.02	115
CLAYTON		LA DOC-91-247	107.9		91-32-54	169.9	-33.0	SHORT
Granted effective 01/13/92, adopted 11/13/91, released 11/29/91; Filing window 01/14-02/13/92 **CLOSED**								
NEW	APP	CLAYTON FM PARTNERSHIP	300A	6	31-46-05	348.5	85.05	115
CLAYTON		LA BPH-940113MD	107.9	100	91-34-39	168.4	-29.9	SHORT
Deletion proposed; Received per FCC release #15725 dated 01/31/94, accepted per NA-176 dated 05/06/94								
PRM		DELETION PROPOSED	300A		31-46-05	348.5	85.05	115
CLAYTON		LA DOC-94-115	107.9		91-34-39	168.4	-29.9	SHORT
Deletion proposed; PRM adopted 09/22/94, released 10/04/94; RM-8508								



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FM Spacing study

Title: WOODVILLE, MS  
Channel 300A (107.9 MHz)

Latitude: 31-01-00  
Longitude: 91-23-50

Call	Auth	Licensee name	Chan	ERP-kW	Latitude	Br-to	Dist.	Req.
City of License	St	FCC File no.	Freq	EAH-m	Longitude	-from	(km)	(km)
W300AF	CP	SHOBECK MINISTRIES OF LO	300FT	.014	31-16-04	286.0	103.3	115
ALEXANDRIA		LA BPFT-920521TB	107.9		92-26-24	105.4	-11.7	SHORT
CP Granted 09/25/92 per FCC release #21482 dated 10/06/92; CP Granted 09/25/92 per FCC release #21482 dated 10/06/92; Translator for KAJN-FM, CROWLEY, LA								
WZKX	LIC	CHARLES & J MORGAN DOWDY	300C	100	30-44-48	97.1	225.6	226
POPLARVILLE		MS BLH-870401KB	107.9	445BT	89-03-30	278.3	-.35	SHORT
Deletion proposed; Was WQLC 03/13/87; Affiliated with WRPM(AM)								
PRM		MOVE FROM POPLARVILLE, M	300C		30-44-48	97.1	225.6	226
BAY SAINT LOUIS		MS DOC-90-163	107.9		89-03-30	278.3	-.35	SHORT
PRM adopted 03/12/90, released 03/27/90								
PRM		MOVE TO BAY SAINT LOUIS,	300C		30-44-48	97.1	225.6	226
POPLARVILLE		MS DOC-90-163	107.9		89-03-30	278.3	-.35	SHORT
Deletion proposed; PRM adopted 03/12/90, released 03/27/90								

>> End of channel 300A study <<

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FM Spacing study

Title: WOODVILLE, MS  
Channel 300A (107.9 MHz)  
Database: FCC 12/27/94

Latitude: 31-01-00  
Longitude: 91-23-50  
Safety zone: 30 km

Call	Auth	Licensee name	Chan	ERP-kW	Latitude	Br-to	Dist.	Req.
City of License		St FCC File no.	Freq EAH-m		Longitude	-from	(km)	(km)
PRM	ADD	St. Pe' Broadcasting Com	246A		32-21-34	19.4	158.1	10
Vicksburg		MS DOC-91-131	97.1		90-50-08	199.7	148.1	CLEAR
WTRC-FM	LIC	James C. Williams	247A	1.45	31-30-33	359.2	54.61	10
Natchez		MS BLH-930527KB	97.3	209	91-24-19	179.2	44.61	CLEAR
WBBU	CP	BEBE-F Broadcasting Corp	297A	2.20	30-37-24	152.9	48.99	31
Baker		LA BMPH-940303IB	107.3	114	91-09-50	333.1	17.99	CLEAR
ALLOC			297A		30-35-18	155.3	52.30	31
Baker		LA DOC-87-593	107.3		91-10-06	335.4	21.30	CLEAR
Filing window 11/15-12/15/88 **CLOSED**								
KCIL	LIC	South Louisiana Broadcas	298C1	100	29-26-48	160.0	185.1	75
Houma		LA BLH-850617KJ	107.5	198	90-44-34	340.4	110.1	CLEAR
WLGG	CP	PDB Broadcasting Company	299A	3	31-07-13	24.4	12.63	72
Woodville		MS BPH-890712MH	107.7	100	91-20-32	204.5	-59.4	SHORT
PRM	DEL	PDB Broadcasting	299A		31-07-13	24.4	12.63	72
Woodville		MS DOC-94-115	107.7		91-20-32	204.5	-59.4	SHORT
ALLOC			299A		31-06-12	43.8	13.36	72
Woodville		MS DOC-89-413	107.7		91-18-00	223.9	-58.6	SHORT
PRM	DEL	Gary P. Albarey	299A		31-06-12	43.8	13.36	72
Woodville		MS DOC-94-115	107.7		91-18-00	223.9	-58.6	SHORT
PRM	DEL	Gary P. Albarey	299C3		31-13-43	47.9	35.18	89
Woodville		MS DOC-94-115	107.7		91-07-22	228.0	-53.8	SHORT
PRM	ADD	PDB Broadcasting	299C3		31-13-43	47.9	35.18	89
Woodville		MS DOC-94-115	107.7		91-07-22	228.0	-53.8	SHORT
PRM	ADD	Gary P. Albarey	299C3		31-10-44	71.4	56.95	89
Liberty		MS	107.7		90-49-51	251.7	-32.0	SHORT
PRM	DEL	PDB Broadcasting	300A		31-44-42	350.0	82.02	115
Clayton		LA DOC-94-115	107.9		91-32-54	169.9	-33.0	SHORT
ALLOC			300A		31-44-42	350.0	82.02	115
Clayton		LA DOC-91-247	107.9		91-32-54	169.9	-33.0	SHORT
Filing window 01/14-02/13/92 **CLOSED**								
NEW	APC	Clayton FM Partnership	300A	6	31-46-05	348.5	85.05	115
Clayton		LA BPH-940113MD	107.9	100	91-34-39	168.4	-29.9	SHORT
Cut-off 06/10/94								

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FM Spacing study

Title: WOODVILLE, MS  
Channel 300A (107.9 MHz)

Latitude: 31-01-00  
Longitude: 91-23-50

Call City of	Auth License	Licensee name St FCC File no.	Chan Freq	ERP-kW EAH-m	Latitude Longitude	Br-to -from	Dist. (km)	Req. (km)
PRM Clayton	DEL	PDB Broadcasting LA DOC-94-115	300A 107.9		31-46-05 91-34-39	348.5 168.4	85.05 -29.9	115 SHORT
W300AF Alexandria	CP	Shobeck Ministries of Lo LA BPFT-920521TB	300FT 107.9	.17 121	31-16-04 92-26-24	286.0 105.4	103.3 -11.7	115 SHORT
PRM Poplarville	DEL	Dowdy & Dowdy Partnershi MS DOC-90-163	300C 107.9		30-44-48 89-03-30	97.1 278.3	225.6 -.35	226 SHORT
ALLOC Poplarville		MS	300C 107.9		30-44-48 89-03-30	97.1 278.3	225.6 -.35	226 SHORT
WZKX Poplarville	LIC	Johnnie Dale Griffin, Ex MS BLH-870401KB	300C 107.9	100 445BT	30-44-48 89-03-30	97.1 278.3	225.6 -.35	226 SHORT
PRM Bay St. Louis	ADD	Dowdy & Dowdy Partnershi MS DOC-90-163	300C 107.9		30-44-48 89-03-30	97.1 278.3	225.6 -.35	226 SHORT

>> End of channel 300A study <<

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Terrain Elevation Retrieval Program

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Job Title: WOODVILLE, MS

Coordinates: 31-01-00 91-23-50

Bearing(s) selected:

.0 45.0 90.0 135.0 180.0 225.0 270.0 315.0

Terrain will be averaged from 3 to 16 kilometers.

Desired height above average terrain: 100.0 m

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JACKSON, MS

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Terrain Averages from NGDC 30-second Topographic database

Job Title: WOODVILLE, MS

Latitude: 31-01-00

Center of Radiation 174.3 m ( 571.9 ft) A.M.S.L.

Longitude: 91-23-50

Bearing (Degrees true)	3.0 to 16.0 kilometer average terrain elevation		Height above average terrain	
	(meters)	(feet)	(meters)	(feet)
.0	87.9	288.4	86.4	283.5
45.0	86.9	285.1	87.4	286.7
90.0	77.2	253.3	97.1	318.6
135.0	70.7	232.0	103.6	339.9
180.0	44.7	146.7	129.6	425.2
225.0	67.7	222.1	106.6	349.7
270.0	78.6	257.9	95.7	314.0
315.0	80.7	264.8	93.6	307.1
Average:	74.3	243.8	100.0	328.1
Average ( 9) radials:	74.7	245.1 C/R AMSL	174.7	573.2
Average (12) radials:	76.7	251.6 C/R AMSL	176.7	579.7
Average (18) radials:	76.4	250.7 C/R AMSL	176.4	578.7
Average (24) radials:	76.4	250.7 C/R AMSL	176.4	578.7
Average (36) radials:	76.5	251.0 C/R AMSL	176.5	579.1
Average (72) radials:	76.6	251.3 C/R AMSL	176.6	579.4

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Service contours based on FCC F(50,50) curves

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Job Title: WOODVILLE, MS

Channel: 300

Coordinates: 31-01-00 91-23-50.

Service contours based on FCC f[50,50] curves.

----- Selected field strengths -----  
dBu      mV/m      dBu      mV/m      dBu      mV/m  
70.0      3.162      60.0      1.000

----- Radial Information -----  
NO.      BEARING      HAAT-ft      HAAT-Meters      ERP-dBk      ERP-kW  
1      .000      283.464      86.400      7.782      6.000  
2      45.000      286.745      87.400      7.782      6.000  
3      90.000      318.569      97.100      7.782      6.000  
4      135.000      339.895      103.600      7.782      6.000  
5      180.000      425.197      129.600      7.782      6.000  
6      225.000      349.738      106.600      7.782      6.000  
7      270.000      313.976      95.700      7.782      6.000  
8      315.000      307.086      93.600      7.782      6.000

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January 25, 1995

Service contours based on FCC F(50,50) curves

Title: WOODVILLE, MS Latitude: 31-01-00  
Channel: 300 C/R 174.3 meters ( 571.9 feet) A.M.S.L. Longitude: 91-23-50

Bearing (degrees)	HAAT (meters) (feet)	ERP (kiloWatts) (dBk)	70 dBu (3.16 mV/m) contour	60 dBu ( 1 mV/m) contour
.0	86.4 283.5	6.000 7.782	14.9 km 9.3 mi	26.4 km 16.4 mi
45.0	87.4 286.7	6.000 7.782	15.0 km 9.3 mi	26.6 km 16.5 mi
90.0	97.1 318.6	6.000 7.782	15.9 km 9.9 mi	27.9 km 17.3 mi
135.0	103.6 339.9	6.000 7.782	16.5 km 10.3 mi	28.8 km 17.9 mi
180.0	129.6 425.2	6.000 7.782	18.6 km 11.6 mi	31.8 km 19.7 mi
225.0	106.6 349.7	6.000 7.782	16.8 km 10.4 mi	29.2 km 18.1 mi
270.0	95.7 314.0	6.000 7.782	15.8 km 9.8 mi	27.7 km 17.2 mi
315.0	93.6 307.1	6.000 7.782	15.6 km 9.7 mi	27.4 km 17.0 mi
HAAT:	100.0 328.1			

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JACKSON, MS

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Population Within Coverage Area

Title: WOODVILLE, MS

Latitude: 31-01-00  
Longitude: 91-23-50

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#1  
60 dBu  
(1 mV/m)

bear.	Dist.
(deg)	(km)
.0	26.4
45.0	26.6
90.0	27.9
135.0	28.8
180.0	31.8
225.0	29.2
270.0	27.7
315.0	27.4

Listing frequency: Totals only.

1990 Census data totals will be included.



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JACKSON, MS

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Population within coverage area

Title: WOODVILLE, MS

Coordinates: 31-01-00 91-23-50

60 dBu  
(1 mV/m)

Total Population (1990 Census):

24,160

Area (Square km):

2509.1

RECEIVED

FEB 03 1992

FCC MAIL ROOM

JOINT AGREEMENT

THIS JOINT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1992, by and between SOLO MUSIC COMPANY, INC. (hereinafter referred to as "SOLO"), and PDB BROADCASTING COMPANY (hereinafter referred to as "PDB");

W I T N E S S E S:

WHEREAS, Solo is the licensee of FM Radio Station KPEL, operating on FM Channel 299 as a Class A FM facility, at Erath, Louisiana;

WHEREAS, Solo is desirous of upgrading KPEL to Class C3 status on FM Channel 299 at the present site it now utilizes under Special Temporary Authority from the Federal Communications Commission;

WHEREAS, PDB is the permittee of a construction permit for an FM Radio station, permitted to operate on FM Channel 299 as a Class A facility at geographic coordinates, North Latitude 31-07-13, West Longitude 91-20-30 at Woodville, Mississippi.

WHEREAS, the location of PDB's antenna site for the new FM Radio Station at Woodville does not allow KPEL at Erath to operate with Class C3 facilities on Channel 299;

WHEREAS, both Solo and PDB agree to enter into a joint agreement relating to an antenna site change for the new Woodville FM Radio Station which would allow KPEL to meet

Federal Communications Commission channel spacing requirements for Class C3 operation on Channel 299.

NOW THEREFORE in consideration of the agreements and covenants herein contained, PDB does hereby agree to submit an application to the Federal Communications Commission seeking a modification of its outstanding Woodville construction permit under the terms and conditions set forth.

1. Both PDB and Solo shall prepare applications seeking modifications to their present facilities which will allow for KPEL's Class C3 operation on FM Channel 299. Specifically, PDB shall locate an antenna site that meets all applicable Commission spacing requirements for Class C3 operation of KPEL on Channel 299 from the antenna site KPEL presently uses under Special Temporary Authority, (N 30-08-51 W 92-05-52).

2. Upon Federal Communications Commission approval of both applications, Solo shall pay to PDB the sum of Ten Thousand Dollars (\$10,000.00). This sum be paid by Solo to PDB as follows:

(a) Simultaneously with the execution of this Joint Agreement, Solo has deposited the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) with the Escrow Agents, which sum shall be held in accordance with the provisions of the Escrow Agreement (hereinafter referred to as the "Escrow Fund"). In the event this transaction is not consummated, and the Escrow Fund not applied to the payment, as outlined above, it shall be paid to Solo or PDB in accordance with the terms of the Escrow Agreement.

(b) Upon the Federal Communications Commission's approval of both applications becoming final i.e., no longer subject to administrative or judicial review, Solo shall pay the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) to PDB, which shall be payment of the Escrow Fund.

(c) The said payment shall be made by the Escrow Agents to PDB by bank-certified or cashier's check and delivered to William J. Pennington, III, Attorney at Law, or by wire transfer of federal funds to PDB's designated bank account.

3. Solo shall be responsible for all Commission filing fees associated with PDB's application seeking a modification of construction permit for the Woodville FM Radio Station.

4. Any notice or other communication under this agreement shall be in writing and shall be considered given when delivered personally or mailed by registered mail, return receipt requested, to the party(s) at the addresses set forth below or at such other address as a party may specify by notice to the other:

SOLO MUSIC COMPANY, INC.

Keith Fredrick  
Route 1, Box 837  
Erath, LA 70553

PDB BROADCASTING COMPANY

Don Brady  
5880 Ridgewood Road  
Apartment D-40  
Jackson, MS 39211

5. This Joint Agreement contains a complete agreement of all the arrangements between the parties with respect to its subject matter and cannot be changed or terminated orally.

6. As soon as practicable, the parties shall file with the Federal Communications Commission the applications outlined in this Joint Agreement requesting its consent to the modifications contemplated by this agreement and the parties shall with due diligence take all reasonable steps necessary to expedite the processing of the applications. Notwithstanding anything herein to the contrary, PDB shall file the modification application for the Woodville facility contemplated herein not later than October 30, 1992.

7. The parties hereto jointly agree that should either party find it necessary to employ legal counsel for any party's non-compliance with the terms and conditions of the agreements herein contained, that the non-complying party shall be responsible for all legal fees and court costs incurred.

8. If either party hereto shall fail to perform all of his/its duties as herein set forth, upon thirty (30) days written notice of such failure to comply, the injured party shall have the right to terminate this agreement and shall further be entitled to specific performance as well as to proven damages and the provisions of this agreement shall be null and void.

9. The agreements herein contained shall not be changed or modified by any party hereto except in writing and signed by all parties hereto.

10. This Joint Agreement shall be governed by and construed with the laws of the State of Louisiana, with regard to its choice of laws rules.

11. This Joint Agreement shall be effective upon its execution and shall be binding to the parties hereto, their successors, assigns, heirs, executors, and administrators.

IN WITNESS WHEREOF, witness and signatures of the parties hereto, this \_\_\_\_ day of \_\_\_\_\_, 1992.

SOLO MUSIC COMPANY, INC.

\_\_\_\_\_  
Keith Fredrick

PDB BROADCASTING COMPANY

\_\_\_\_\_  
Don Brady  
President

**ESCROW AGREEMENT**

This Escrow Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by and between PDB Broadcasting Company, a Mississippi corporation ("PDB"), Solo Music Company, Inc. a Louisiana corporation ("Solo"), and William J. Pennington, III, Attorney at Law, and Vincent J. Curtis, Jr., Attorney at Law, as Escrow Agents (referred to herein as "Escrow Agents").

**W I T N E S S E T H:**

WHEREAS, contemporaneously herewith, PDB and Solo have entered into a Joint Agreement ("Joint Agreement") under the terms of which Solo will pay the expenses and fees associated with changing antenna sites for PDB's construction permit for a new FM Radio Station at Woodville, Mississippi; and

WHEREAS, the Joint Agreement requires that Buyer place into escrow the sum of Ten Thousand Dollars (\$10,000.00) (the "Escrow Fund"), such Escrow Fund to be held in escrow and released by the Escrow Agents in accordance with the terms of this Agreement; and

WHEREAS, the parties desire the Escrow Agents to hold, and the Escrow Agents are willing to hold, the Escrow Fund in escrow pursuant to the terms of this Agreement; and

WHEREAS, the Joint Agreement provides for the

simultaneous execution and delivery of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained the parties, intending to be legally bound, hereby agree as follows:

1. Establishment of Escrow Fund. Escrow Agents shall accept the Escrow Fund ("the fund") pursuant to the terms and conditions of this Agreement and shall, upon receipt thereof, place into escrow. All checks from Solo representing the Escrow Fund shall be drawn to the order of "William J. Pennington, III, and Vincent J. Curtis, Jr, Agents for Woodville Agreement." Wire transfer of funds representing the Escrow Fund shall be addressed to that account, which shall be an interest-bearing account, at Centura Bank, Wilmington, North Carolina (hereinafter referred to as the "Escrow Account"), for which no bank service charges are assessed. Said Escrow Account shall be a trust account that will be used in conjunction with the Joint Agreement and shall be separate and distinct from any other account of Escrow Agents.

2. Disposition of Escrow Funds. The Escrow Agents shall hold the Escrow Fund thereon until distribution upon joint written instructions or final order provided for in subparagraph (a) as follows:

(a) In all instances, the Escrow Agents shall release the Escrow Fund only upon receipt of (1) joint written instructions executed by both Solo and PDB or (2) a final order, decree or judgment of an arbitration panel, or a court of



competent jurisdiction, or (3) pursuant to a resignation of the Escrow Agents in accordance with paragraph 6 below. Such an order, decree or judgment shall be deemed "final" when the time for appeal has expired and no appeal has been perfected. The Escrow Agents shall in no event, be required to resolve any controversy concerning the Escrow Fund or take any action concerning such controversy.

(b) Solo and PDB agree that they will jointly notify the Escrow Agents upon a grant by the Federal Communications Commission ("FCC") of both the Solo and PDB modification applications contemplated herein and in the Joint Agreement becoming final, i.e., no longer subject to administrative or judicial review; or upon a determination by the FCC to dismiss or deny either modification application and such determination having become final, as that term is used above.

(c) In the event that the action of the FCC noted in Paragraph 2(b) above results in a grant of both modification applications, then the instructions to the Escrow Agents shall be to transmit the Escrow Fund to PDB in the manner set forth herein. The accrued interest for the Escrow Account shall be returned to Solo.

(d) In the event that the action of the FCC noted in Paragraph 2(b) above results in a denial or dismissal of either of the modification applications through no fault of Solo, then the instructions to the Escrow Agents shall be to transmit the